

3-2-270 18-08

A G R E E M E N T

11/78-12/31/80

THIS AGREEMENT made and entered into as of the 1st day of January, 1978 between the Township of Franklin, Somerset County, New Jersey, hereinafter referred to as the "Employer" and Local 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WHAREHOUSEMEN, AND HELPERS OF AMERICA, a labor organization hereinafter referred to as the "UNION".

WHEREAS, the Union has presented proof that it represents a majority of all blue collared employees employed by the Township of Franklin, including Laborer, Utility, Mechanic's Helpers, Mechanics, Dispatchers, Truck Drivers, Equipment Operators, Water Maintenance Helpers; excluding Administrative, Office Clerical and Technical personnel, Managerial Executives, Craft employees, Professional employees, Policemen and Supervisors; and

WHEREAS, the Township of Franklin in Somerset County, New Jersey, by virtue thereof, has recognized the said Union as the sole exclusive bargaining agent for all blue collared employees including Laborer, Utility, Mechanic's Helpers, Mechanics, Dispatchers, Truck Drivers, Equipment Operators, Water Maintenance Helpers, excluding Managerial Executives, Craft employees, Professional employees, Policemen and Supervisors of the Township of Franklin in Somerset County, New Jersey.

NOW, THEREFORE, it is mutually agreed between the parties hereto that this agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment, as follows:

APPROVED  
TOWNSHIP OF FRANKLIN  
LABOR COUNCIL

APR 5 1978

RUTGERS UNIVERSITY

## ARTICLE I - RECOGNITION AND RIGHTS

Section 1. The Township of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all the employees now employed or to be employed as blue collared employees in the Departments of General Services, Parks and Recreation, and Public Works including Laborer, Utility, Mechanic's Helpers, Mechanics, Dispatchers, Truck Drivers, Operators, Water Maintenance Helpers excluding Administrative, Office Clerical and Technical personnel, Managerial Executives, Craft employees, Professional employees, Policemen and Supervisors of the Township of Franklin in all those matters specifically provided for herein, pertaining to wages, hours and conditions of employment.

Section 2. The bargaining unit shall consist of all blue collared employees in the Departments of General Services, Parks and Recreation, and Public Works including Laborer, Utility, Mechanic's Helpers, Mechanics, Dispatchers, Truck Drivers, Operators, Water Maintenance Helpers; excluding Administrative, Office Clerical and Technical personnel, Managerial Executives, Craft employees, Professional employees, Policemen and Supervisors of the Township of Franklin in Somerset County, New Jersey.

Section 3. The Union recognizes that the Employer is a Public Benefit Corporation; that was created and exists by virtue of statutory enactments, that it is in the nature of a political subdivision; and that its operations are for the public benefit.

By reason thereof, the Union acknowledges that the power of the Employer to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any

part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Employer, then to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, provided, however, that such provision can be severed from the Agreement without substantially affecting the whole thereof.

Section 4. It is agreed that management officials retain the right to direct employees, to hire, to promote, transfer, assign and retain employees within the occupations covered by this Agreement and to suspend, demote, discharge or take other disciplinary action against the employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them to determine the methods, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Employer in situations of emergency, as determined by management, provided that such rights shall not be exercised in violation of other sections of this Agreement.

## ARTICLE II - UNION AND EMPLOYER SECURITY

Section 1. The Township of Franklin agrees it will give effect to the following form of Union security:

All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing.

Section 2. If written authorization is not made by an employee, the Union agrees that it shall have the sole

responsibility for collection of the dues and fees, and that the payment of Union dues, initiation fees and service fees shall not be a condition of employment.

Section 3. Check-off of Union Dues

- a. The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the Labor organizations pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee agrees to deduct from the wages of said employees their monthly dues and initiation fees. Such deduction shall be made from the first wage paid to each employee during the month and such deduction made the first month shall be a double deduction and then after the regular deduction shall apply to dues owed for the following month.
- b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication received prior to the month in question certified to the Employer by the Secretary Treasurer of the Union of monthly dues and the proper amount of initiation fee and any arrearage of dues owed. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.
- c. The Employer agrees to notify the Union in the event dues for an employee cannot be deducted from the designated wages and the reason thereof.

Section 4. It is agreed that during the terms of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, (or threats thereof), slowdown, stoppage of work, boycott, picketing, willful failure to report for work, or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Employer, and use every means at its disposal to influence the employees to return to work.

Any employee failing to report back to work within twenty four (24) hours of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct, will be subject to discipline by the Employer. Discipline may include loss of seniority or discharge.

#### ARTICLE III - GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim by an employee that as to him he has been harmed by the interpretation or application of the Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause of the grievance occurred and the procedures following shall be resorted as the said means of obtaining adjustment of the grievance.

### Section 3. Procedure

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be a waiver of further appeal of the decision.
- b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written decision on the grievance.
- c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and within five (5) days the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the Department and a representative of the Union. A written decision shall be given the Union within five (5) working days thereafter.
- d. If the decision given by the Director of the Department to the Union does not satisfactorily settle the grievance, the Union shall notify the Township Manager in writing within five (5) working days of its desire to meet with the Township Manager, who shall meet with the representative of the Union within five (5) working days after receipt of such notice by the Township Manager. A written decision shall be given to the Union within five (5) working days thereafter, except this time period may be extended by mutual agreement.

- e. In the event the grievance is not satisfactorily settled by the meeting between the Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Mediation Service to aid then in the selection of an Arbitrator, according to the rules and regulations of the Service who shall have full power to hear and determine the dispute; and the Arbitrator's decision shall be final and binding.

Section 4. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The cost of the Arbitrator shall be shared equally by the Employer and the Union.

#### ARTICLE IV - SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees; names and dates of employment from date of last hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

Section 1a. System entity shall prevail. In the event of a temporary absence or shortage of personnel, the Employer shall fill the same in the following manner:

- a. The Employer will fill the vacancy from the lesser classification with the highest seniority qualified man from the same system.
- b. If no replacement is available in the lesser classification, the Employer shall select from the system a man of higher classification with least seniority.
- c. If no qualified employees are available within the system replacement will be sought from other departments.

Section 2. Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

Section 3. Probationary Period

- a. The first thirty (30) days of employment for all new employees shall be considered a probationary period. It is further agreed that the Employer may request an extension of this probationary period for up to two (2) additional thirty (30) day periods which extensions will not be unreasonably denied by the Union.
- b. During the aforementioned probationary periods, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary periods shall not have recourse to the grievance procedure as set forth in this



Agreement. The Employer shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

Section 4. Job Vacancies, New Jobs Created

- a. If new jobs are created or if vacancies occur in a higher rated position, the Employer shall determine the qualifications required for the position.
- b. The Employer agrees to post a notice of such new job or vacancy, on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate and when on or about the job will be available. Unit employees interested, in order to be eligible, must apply in writing to the Personnel Office. All employees are eligible to bid. Lateral and down bidding will not be considered, however, the Employer may waive this prohibition in case of health problems and special circumstances.
- c. The Employer shall determine which, if any, of the unit applicants meet the qualifications. The most senior of those determined by the Employer to meet the qualifications shall be deemed to be the successful bidder. If an employee is disqualified with the determination of the Employer, he may institute a meeting with the Department Head within three (3) calendar days after notification of the selection is made. If a bidder is a successful applicant he will be notified in writing of his appointment.

- d. Any employee so selected to fill such job shall be required to serve a probationary period of up to six (6) months. It shall be determined by the Employer at any time after the first ten (10) calendar days of the probationary period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. The employee shall receive the rate for the job as of the day he begins his probationary period, such rate will be equal to or greater than the next increment in a lower position scale.
- e. The Employer shall establish the hourly rate for any new or materially changed job title falling in the scope of the bargaining unit and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly rate accordingly.

Section 5. Force Reduction

- a. The Employer agrees that it will not engage any new employees in the unit unless all of the regular full-time employees are working the scheduled hours noted in this Agreement.
- b. In the reduction or restoration of the working force, the rule to be followed shall be the

length of service with the Employer, however, no employee assigned to and performing the duties of a classification which is above that of Laborer shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in rehiring the reverse principle shall apply; namely, the last employee laid off shall be the first to be rehired.

- c. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, secondly into a classification carrying a lesser rate of pay.
- d. Notice of any impending lay-off shall be placed upon the bulletin board seventy-two (72) hours prior to the lay-off.
- e. An employee's seniority shall cease under the following conditions:
  - 1. Resignation
  - 2. Retirement
  - 3. Termination for cause
  - 4. Failure to report or return from vacation or sick leave totally in sequence five days of unexcused absence without notifying the personnel officer by the 3rd day of such absence.

5. Failure to report for work on recall from lay-off no later than the regular shift beginning on the fourth working day following the date of the receipt accompanying the notice mailed by certified mail to the last known address of the employee contained in the Personnel files.
6. Lay-off of more than twelve (12) consecutive months.

f. The provisions of this Article shall be subject to the Equal Employment Opportunity Act of 1972.

#### ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday both inclusive, and shall comprise five (5) days of eight (8) hours each except for those Sanitation Workers assigned to the mini-dump whose work week shall be Tuesday to Saturday inclusive and shall comprise five (5) days of eight (8) hours each.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay provided the employee has been in a pay status for the preceeding 40 hours of the work week. Any work performed on the 7th day of the employee's normal work week shall be compensated for at the rate of two (2) time the regular hourly rate of pay provided the employee has been in a pay status for the preceeding 48 hours of the work week.

Section 3. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Employer to cancel such scheduled overtime be limited.

Section 5. In the event an employee reports for his regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his regular rate of pay.

Section 6. Overtime shall be distributed as equitably as practical among the employees qualified and capable of performing the work available, except that a man shall not be removed from a job he has been performing on that day in order to provide such equitable distribution of overtime.

Section 7. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours' overtime rate. An Employee on contract is expected to return in a reasonable period of time, except for extenuating circumstances beyond his control.

Section 8. Except in cases of emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week the duties of the employees in the bargaining unit unless such overtime is refused nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 9. Employees shall be granted no more than one (1) fifteen (15) minute coffee break in the morning, 9-11 A.M. and no more than one (1) fifteen (15) minute coffee break in the afternoon, 2-3 P.M., without loss of pay. Such coffee break time relates to total time away from job (job site).

Section 10. When an employee is required to work in excess of ten (10) hours or more, he shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the above mentioned ten (10) hours. All lunch periods relate to total time away from the job (job site). In addition, an employee who has worked ten (10) straight hours will be entitled to a supper allowance of up to Five (\$5.00) Dollars upon presentation of a receipt to the Employer.

Section 11. In the event an employee is temporarily transferred to a higher pay classification and performs duties of that classification, he shall receive the rate of pay for the higher classification, such rate will be equal to or greater than the next increment in the lower position scale for the period of time during which he is so transferred and so performs the duties of the higher rated classification. Any employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

Section 12. Those appointed as leadmen by the Superintendent of Public Works or appropriate Department Head in writing shall receive a 10% pay differential for such period.

Section 13. Supervisors will not normally perform work performed by members of the bargaining unit, except in an emergency or for training, if such performance deprives an employee of the opportunity of working in a higher-rated job.

ARTICLE VI - HOLIDAYS

Section 1. The Employer guarantees to all employees in the bargaining unit, the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, although no work is performed on such days provided said employees are in a pay status the day next preceeding the next following such holiday.

New Years Day	Labor Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day and Friday After
Good Friday	Thanksgiving Day
Municipal Townshipwide Election Day	
Memorial Day	Christmas Day
Independence Day	

Section 2. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2-1/2) times the employee's regular rate which shall include the holiday pay.

Section 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and/or compensated accordingly on the day preceeding or the day following such holiday at the discretion of the Employer.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive for pay for same of an additional day of vacation at the

discretion of the Employer. If the employee is required to forfeit such holiday falling within his vacation period, he shall have the right, upon advance notice to the Employer to refuse holiday pay and to take a work day off not during his vacation period.

#### ARTICLE VII - VACATIONS

Section 1. The Employer agrees to grant all employees within the bargaining unit, effective January 1, 1978, vacation with pay in accordance with the following schedules:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
On initial employment through first year	One (1) day per full month of service not to exceed 10 days that year
Two (2) through five (5) years	One (1) day per full month of service that year
Six (6) through ten (10) years	One (1) and one quarter (1.25) day per full month of service that year
Eleven (11) through fifteen (15) years	One (1) and one half (1.50) day per full month of service that year
Sixteen (16) and over	One (1) and three quarters (1.75) day per full month of service that year.

Section 2. Vacations shall be granted in accordance with the following conditions:

- a. Assume an employee starts August 14, 1978. At the end of one year or the last day of the anniversary month, August 31, 1979, he is entitled to ten (10) working days vacation which could be taken as of September 1, 1979.
- b. Following the basic period, initial year of service, vacation entitlement will be posted as of the last day of each month.



c. Following the basic period, initial year of service vacations may be taken in year earned, but not to exceed that number of days earned at time of vacation.

*Halg*  
d. All employees with more than one year of service on January 1, 1976 shall be credited on January 1, 1976 with the number of days authorized by Sec. 13-41 of the Franklin Township Code as modified by Article X Vacations of the "Agreement Between the Franklin Township Municipal Employee Association and the Township of Franklin" dated 24th day of April, 1970. Following the crediting, vacation entitlement shall accrue in accordance with the schedule per Sec. 1 above.

e. Earned vacation may be accumulated up to two (2) years of vacation credits.

Section 3. Vacation leave shall not be taken in less than one day increments unless permission is granted by the Department Head or the Township Manager.

Section 4. Employees separated in good standing who have no more than two (2) years of permissible leave to their credit at the time of separation shall be paid the salary equivalent to accrued vacation leave.

Section 5. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the appropriate Department Head. All or part of this requirement may be waived by the Township upon approval of the Department Head and the Township Manager.

Section 6. Vacations may be taken at any time and in any accumulated amount on application by the individual to the respective supervisor, subject to the operational needs of the respective and affected department. Senior employees shall be given preference on the selection of vacation periods falling between April 1 and October 1, inclusive. In March of that year, authorization lists as to current accumulation will be posted within the respective department. Each individual will be eligible to bid for the prime vacation period as mentioned above. Bids to be filed by March 31 or seniority rights forfeited for that year. The supervisor shall assign vacations considering operational needs and seniority of the bidding employees.

ARTICLE VIII - LEAVES

Section 1. Leave of absence without pay

Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss or adjustment of seniority rights. However, employee shall deposit with the Township funds to cover continuation of cost of all Employer contributions to Welfare and Pension benefits to include the Public Employees Retirement System for said period of leave of absence.

Section 2. Paid sick leave

- a. One (1) day paid sick leave per month shall be authorized to all employees and same shall be cumulative from year to year to a maximum of one hundred (100) days. Such sick leave next preceeding or next following a holiday or vacation must be substantiated by a doctor's certificate.

Upon retirement or death after ten (10) years of service, the employee or his survivor will receive full payment for any unused accumulated sick leave up to one hundred (100) days computed on the basis of final wages.

For the purposes of this section, retirement date shall be the date established by the Public Employees Retirement System. Deferred Retirement Benefit shall not count as retirement for purposes of this section.

Any employee who is eligible to retire shall give at least 12 months notice to the Employer if they desire a lump sum payment for accumulated sick leave, otherwise payment will be made in twelve (12) equal monthly installments.

The Employer shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval to make final computations of amount due.

No payment under this section shall affect, either by increasing or decreasing, any pension or retirement benefit due the employee.

- b. Whenever deemed necessary, an employee using sick leave may be required to present medical verification of the cause for use of such sick leave.

### Section 3. Bereavement leave pay

Employees may be granted not to exceed five (5) days off with pay at the employees straight time rate in the event of the death of the employee's spouse or child, living at home. Employees shall be granted not to exceed three (3) days for any other member of the immediate

family defined as parent, parent-in-law, sister, brother or child, not living at home. Employees shall be granted one (1) day off, the day of the funeral, without loss of pay, for the funeral of sister-in-law, brother-in-law, grandparent, grandchild. The Employer reserves the right to verify the legal relationship of the family member to the employee.

Section 4. Jury Duty

An employee who is called for jury duty shall be paid his regular straight time rate of pay, upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior to 12 o'clock noon.

ARTICLE IX - VETERANS RIGHTS AND BENEFITS

As specified by appropriate Federal and State statutes.

ARTICLE X - WELFARE AND PENSION BENEFITS

Section 1. The Employer agrees to provide and cover all employees within the bargaining unit including their dependents with Blue Cross, Blue Shield, Rider J and Major Medical Insurance and to pay for same.

In addition, if the Employer provides a Dental, Optical or Prescription drug plan to all other Township employees during the term of this agreement, such coverage will also be provided to the employees in this unit.

Section 2. Payment of a temporary Disability Income Protection Plan is based upon present policy of equivalent shares to be paid by Employer and Employees.

Section 3. All employees shall be continued to be provided with the following at no cost to the employee:

- a. Two (2) pair of ankle top safety shoes (work) per year as required. An additional pair of work shoes shall be provided to laborers in the Sanitation Division as required. The brand and type of safety shoe will be as specified by the Employer. If any employee were to purchase a shoe of better quality than that specified, he will receive a credit towards the cost of such shoes equal to the cost of the shoes specified by the Employer.
- b. Work gloves as required.
- c. Summer uniforms with short sleeves shall be provided and maintained by the Employer between May 1 and October 1 of each year.  
Winter uniforms and jackets shall be provided and maintained by the Employer between October 1 and May 1 of each year.
- d. Other protective clothing and equipment which in the opinion of the Employer is necessary to perform the job.
- f. Shields or goggles. Employees who habitually wear prescription glasses will not be required to operate machinery or other devices where safety glasses are normally required unless they can adequately be protected by the provided safety shields or goggles.
- g. Any employee failing to use the safety equipment provided will be subject to disciplinary action.

#### ARTICLE XI - WORK SCHEDULE

The following work schedule is subject to mutual agreement

upon seasonal adjustment.

8:00 a.m. to 4:30 p.m.	Roads, Water, Parks, Maintenance Facility
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7:00 a.m. to 3:30 p.m.	Sanitation less Mini Dump
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7:00 a.m. to 3:00 p.m.	Custodian
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Tuesday - Friday	Mini Dump
12:00 noon to 8:30 p.m.	

Saturday	
8:00 a.m. to 4:30 p.m.	Mini Dump

4:00 p.m. to 12:00 midnight	Night Maintenance
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Saturday work for those regularly assigned work with the Mini Dump shall be compensated for at the rate of one and one-quarter (1-1/4) times the regular hourly rate.

Night work for those assigned to the Night Maintenance shall receive a differential of 5% nonsupervisory, 10% supervisory.

#### ARTICLE XII - DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation status shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except the probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

#### ARTICLE XIII - GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, sex, color, creed, religion, nationality and further, that no employee shall be discriminated against or interfered with

because of political affiliation, legal Union activities or Union membership or any agreement or enter into any understanding inconsistent with or conflicting with the terms of this Agreement nor shall the Union or any member of the bargaining unit request the Employer or his agents to make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

#### ARTICLE XIV - CLASSIFICATION AND WAGE RATES

Section 1. All persons covered by this agreement as of January 1, 1978 shall be listed on Schedule A in the appropriate classification. In addition, their rate of pay as of December 31, 1977 shall be set forth thereon.

Effective January 1, 1978, each classification will be subject to the following maximum, it be understood that no employee may receive a rate per hour higher than the maximum:

<u>Classification</u>	<u>Maximum Rate</u>
10 - Laborer	\$6.50 per hour
11 - Mechanic Helper Dispatcher	\$7.00 per hour
12 - Truck Driver	\$7.50 per hour
13 - Equipment Operator Water Maintenance	\$8.00 per hour

Section 2.

- a. Subject to Section 1 above, on January 1, 1978, all employees listed on Schedule A shall receive an increase equal to sixty (60¢) cents per hour;

- b. Subject to Section 1 above, on January 1, 1979, all employees listed on Schedule A shall receive an increase equal to forty (40¢) per hour; and
  - c. Subject to Section 1 above, on January 1, 1980, all employees listed on Schedule A shall receive an increase equal to fifty (50¢) cents per hour.
- All increases shall go into effect at the time of the adoption of the appropriate Salary and Wage Ordinances

#### ARTICLE XV - SAFETY AND HEALTH

Section 1. The Employer shall at all times endeavor to maintain safe and healthful working conditions, and provide employees with tools and devices to promote the safety and health of said employees. The determination as to the number, extent and need for any such tools or devices shall be within the discretion of the safety committee and the Township insurance company representatives and not subject to the grievance procedure. Any employee failing to use safety equipment provided will be subject to disciplinary action.

Section 2. The Employer and the Union shall designate a safety committee member. It shall be their joint responsibility to investigate and recommend the correction of unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions.

#### ARTICLE XVI - INJURY ON DUTY

Section 1. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his employment, he shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:



- a. Files an accident report within 48 hours or the next working day, whichever is later.
- b. The accident can be established to direct job relationship.
- c. Either the employee submits a doctor's certificate for a period of confinement for less than two weeks or the employee qualifies for Workmen's Compensation.
- d. The accident is NOT established to be the complete negligence of the employee.
- e. Only when the above conditions have been met may the employee not have such absence charged against his accrued sick leave.

Section 2. Payments made as Workmen's Compensation Insurance from any source to an employee while on injury leave shall be deducted from the amount to be paid the employee by the Township during each period he is carried on the Township's payroll.

#### ARTICLE XVII - TRAINING

Section 1. The Employer shall reimburse the employee for tuition costs for training courses taken by the employees when such courses are authorized by the Employer in advanced enrollment and are determined by the Employer to be of benefit to the Township.

Section 2. Such training courses shall be taken on the employees own time unless otherwise authorized by the Township Manager and reimbursement shall be made to employees after proof of successful completion of such approved course.

#### ARTICLE XVIII - SEVERABILITY

Section 1. The parties acknowledge that, during negotiations which result from this Agreement, each had the unlimited right and opportunity to make demands and proposals

with respect to any subject or material not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

#### ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall become effective January 1, 1978 and shall continue in full force and effect through December 31, 1980.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred and twenty (120) days or later than ninety (90) days prior to the expiration date to change or modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused

these presents to be signed by their duly authorized  
Officers:

Attest:

Mary B. Duffy  
Township Clerk

TOWNSHIP OF FRANKLIN

By: John J. Palmer  
Mayor

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,  
AND HELPERS OF AMERICA, LOCAL 11

By: Leo Avnet Secy Treas  
Leo Avnet

Anthony Lommi

Robert Langbecker

Robert A. Kelly

SCHEDULE A

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	<u>SALARY AS OF 12/31/77</u>
Wesley Inman	Truck Driver	6.21
Thomas Allessandro	Equipment Operator	6.63
Michael Moravasik	Water Maintenance	6.63
Anthony Lemmo	Water Maintenance	6.63
Dominick Mazza	Water Maintenance	6.63
Frank Sutton	Mechanic	6.26
James Brooks	Mechanics Helper	5.74
Rufus Crandle	Laborer	5.35
Edward Thompson	Equipment Operator	5.71
James Sutton	Truck Driver	6.03
Robert Campbell	Mechanic	6.26
Charles Blackmon	Equipment Operator	6.08
Richard Sliwka	Equipment Operator	5.71
John Young	Truck Driver	5.52
Jerry Carney	Equipment Operator	6.08
Lance Stanley	Laborer	5.20
Craig Simon	Equipment Operator	5.50
Steven Gresh	Dispatcher	5.25
Ike Spruill	Truck Driver	5.18
Joseph Yaccone	Truck Driver	5.18
John Toth	Equipment Operator	5.35
Alfred Pinella	Truck Driver	5.18
Joseph Oberhuber	Truck Driver	5.18
Richard Korosko	Laborer	4.60
Andrew Langer	Laborer	4.60
James E. Sanders	Laborer	4.60
Daniel York	Laborer	4.60
James LaBanca, Jr.	Laborer	4.60
Vincent O'Leary	Laborer	4.60
James H. White	Mechanic	5.35